Louisiana.—State *v.* Dennison, 31 La. Ann. 847; State *v.* Victor, 36 La. Ann. 978.

Michigan.—People *v.* Knapp, 26 Mich. 112, 114; People *v.* Comstock, 55 Mich. 405, 407, 21 N. W. 384.

Minnesota.—State *v.* Lessing, 16 Minn. 75, Gil. 64.

Mississippi.—Morris *v.* State, 8 Smedes & M. 762; Hurt *v.* State, 25 Miss. 378, 59 Am. Dec. 225.

Missouri.—Prior to alteration effected by constitutional amendment of 1875, as to which see State *v.* Simms, 71 Mo. 538, in State *v.* Ross, 29 Mo. 32; State *v.* Kattleman, 35 Mo. 105; State *v.* Brannon, 55 Mo. 63, 17 Am. Rep. 643.

New York.—Prior to alteration effected by the Code of Procedure as to which see People *v.* Palmer, 109 N. Y. 413, 4 Am. St. Rep. 477, 17 N. E. 213, in Guenther *v.* People, 24 N. Y. 100; People *v.* Dowling, 84 N. Y. 23, 30, 17 N. E. 135.

Oregon.—State *v.* Steeves, 29 Or. 85, 43 Pac. 947.

Tennessee.—Campbell *v.* State, 9 Yerg. 333, 30 Am. Dec. 417; Slaughter *v.* State, 6 Humph. 410, 415.

Texas.—Jones *v.* State, 13 Tex. 168, 62 Am. Dec. 550.

Virginia.—Before alteration by statute, as to which see Briggs *v.* Com., 82 Va. 554, doctrine enforced in Stuart *v.* Com., 28 Gratt. 950. Reinstated by later statute, as to which see Forbes *v.* Com., 90 Va. 550, 19 S. E. 164, and Benton *v.* Com., 91 Va. 782, 21 S. E. 495.

Washington.—State *v.* Murphy, 13 Wash. 229, 43 Pac. 44.

Wisconsin.—State *v.* Martin, 30 Wis. 216, 11 Am. Rep. 567; State *v.* Hill, 30 Wis. 416; State *v.* Belden, 33 Wis. 120, 14 Am. Rep. 748. But not in cases of misdemeanors. Rasmussen *v.* State, 63 Wis. 1, 22 N. W. 835.

Georgia.—Owing to constitutional provisions, and by statute in the states of Indiana, Kansas, and Kentucky, when a new trial is granted on motion of an accused, he may be tried again for the greater offense of which he was acquitted on the first trial. Morris *v.* State, 1 Blackf. 37; Veatch *v.* State, 60 Ind. 291; State *v.* McCord, 8 Kan. 232, 12 Am. Rep. 469; Com. *v.* Arnold, 83 Ky. 1, 4 Am. St. Rep. 114." See also, note, 10 Va. Law Reg. 420; Sec. 3894, Va. Code 1904, and note.

Attachment of Goods for Which a Negotiable Document of Title Is Outstanding.—At common law the title to goods in the possession of a bailee could not be transferred without attornment. Rich *v.* Alfred, 6 Mod. 216. As that rule interfered with the freedom of commerce, bill of lading and warehouse receipts became, by the custom of merchants, representatives of the goods, and their transfer had the same effect as the delivery of the goods themselves in passing the transferrer's interest. See Benjamin, Sales, 7th Ed., Secs. 815, 817. When the custom of merchants was incorporated into the law,

the mercantile view of documents of title was not adopted in its entirety. Merchants believed that they should be the sole representatives of the goods, so that no interest in the goods could be gained except through them. The law went the full length in accepting that principal as applied to commercial paper, and in most jurisdictions the maker of a note or the acceptor of a bill of exchange can not be garnisheed unless the instrument is reached. Hutchins *v.* Evans, 13 Vt. 541. But in regard to documents of title a half-way position was taken, and though the receipt is a representative of the goods as was recently held by the Kentucky Supreme Court, the goods also represent themselves, and an attachment of them prevails against a subsequent purchaser of the receipt without notice of the attachment. Kentucky Refining Co. *v.* Bank of Morilton, 89 S. W. Rep. 493. See Roudebush *v.* Hollis, 21 Pa. Co. Ct. 324; Landa *v.* Holck & Company, 129 Mo. 663.

Professor Williston, of the Harvard Law School, at the request of the commissioners on Uniform State Laws, has prepared a draft of a sales act which has been considered by the commissioners at two national conferences, and which they hope to adopt in its final form this year.

One of the most difficult points to be decided is as to what change shall be made in the existing law on this question of transferring property by documents of title. There is a strong sentiment in favor of adopting the extreme mercantile view and forbidding any attachment of the goods. Farmers and planters who store their crops in local warehouses and borrow money at financial centers find lenders unwilling to accept the receipts as security because there may be an attachment on the goods. The strongest objection to the mercantile view is that, by putting the goods beyond the reach of attachment, it is made easy for dishonest bailors to evade their creditors,—an inevitable result if the documents of title are the only representative of the goods. See Collins *v.* Smith, 12 Gray (Mass.) 431. Efforts have been made to reach a compromise which will make the instruments more negotiable than at present and still leave it possible to attach the goods. It was suggested that the goods be attachable, but that a subsequent bona fide purchaser of the receipt should prevail. The objection is that receipts have no date of maturity, and as a purchaser might appear years later with the receipt, it would be unsafe for the bailee to surrender the goods to the attaching creditor. As the act is now drawn, the existing law is unchanged except that a transferee of the document who takes it for value within ten days of its issue prevails over a prior attaching creditor of whom he had no notice. It is purely a compromise measure, and business men feel that it does not go far enough. Business conditions demand that the transfer of title of goods in storage or transit be made easy as possible, and, as the more freely the documents of titles are negotiable, the less opportunity creditors have to attach the goods, the

question is, shall the interests of creditors give way before the necessities of the business world? There is still a chance that the answer will be in the affirmative, and that the extreme mercantile view will be accepted, or at least that, in the final draft of the act, the ten-day period will be materially extended. 19 Harvard Law Review 370.

Bankruptcy—Partnership—When Not Insolvent.—Where the assets of a partnership together with the individual properties of each partner greatly exceed their liabilities the partnership is not insolvent within the meaning of the Bankruptcy Act, 1898. In re Perley & Hays, 15 Am. B. R. 54.

Preference—Act of Bankruptcy—Equitable Assignment of Insurance as Collateral Security.—The agreement of an alleged bankrupt, while solvent, upon obtaining a loan from a bank, to insure the goods purchased with the money and assign the insurance to the bank as collateral security, operates as an equitable assignment of the policies, though no actual assignment took place until after a loss, at which time the borrower was insolvent, the equitable lien created thereby was protected by section 67 of the Bankrupt Act, 1898, and the actual assignment of policies, made after the loss, did not constitute an act of bankruptcy under section 3 of said act. Wilder *v.* Watts, 15 Am. B. R. 57.

Trustee in Bankruptcy—Right to Combination of Bankrupt's Safe.—The president and treasurer of a bankrupt corporation may be required to disclose to the trustee the combination of a safe alleged to belong to the bankrupt at the time of the filing of the petition in bankruptcy. Matter of Hooks Smelting Co., 15 Am. B. R. 83.

Liability of Receiving Carrier for Loss Beyond Its Own Line.—Wilkinson *v.* Norfolk & Western Ry. Co., 11 Va. Law Reg. 215, Va. Code 1904, Sec. 129c (24) & 1294l.—The case of Wilkinson *v.* Norfolk & Western Ry. Co., reported in our July number (11 Va. Law Reg. 215) was received by the Register in the form in which it was reported, but we now wish to correct the report in accordance with the communication from which we quote. In a letter to Mr. A. W. Patterson, of Richmond, dated September 18, 1905, Judge W. B. Martin, who delivered the opinion in that case, says: "In the case before me I did not hold that the statute referred to was unconstitutional. The plaintiff filed a declaration alleging that the defendants had received his goods and contracted to carry them from Radford to New York. The address was to some one in New York and I think the rate of freight was the through rate. Upon the trial before a jury, the plaintiff introduced a bill of lading by which the railroad contracted